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EXAMINER	
DESAI, RACHNA SINGH	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No.	Applicant(s)	
	10/630,905	DONAHUE, JOHN J.	
	Examiner	Art Unit	
	Rachna S. Desai	2176	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *19 March 2008*.

2a)☐ This action is **FINAL**. 2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-41* is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-18 and 20-41* is/are rejected.

7)☒ Claim(s) *19* is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. This action is responsive to communications: Amendments and Remarks filed on 03/19/08.

2. Claims 1-41 are pending. Claims 1, 20, 27, 31, and 33 are independent claims. Claims 39-41 are newly added claims.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

4. Claims 1-6, 10-28, 31, and 33-41 are rejected under 35 U.S.C. 103(a) as being unpatentable over the Prior Art disclosed in Zhou et al., US 2003/0018481 A1, 01/23/03 (filed 03/15/01) in view of Wilce et al., US 2003/0023527 A1, 01/30/03 (filed 08/14/01) and Teng, US 2002/0152254 A1, 10/17/02 (filed 11/30/01, provisional filed on 12/22/00).

Regarding claim 1, the prior art disclosure in Zhou teaches ***detecting user-selected text portions of a displayed contract document*** in a product called ContractMaker. See page 1, paragraph [0004]-[0005]. The prior art disclosure in Zhou teaches analyzing the text portion to identify a parameters for assembling a portion of a contract such as the parties involved in the contract which meets the limitation, ***for each of the plurality of distinct user-selected text portions, analyzing the user selected text portion of the document to identify at least one corresponding user-selected workflow process parameter***. See page 1, paragraph [0004]-[0005].

The prior art of Zhou does not teach storing each user-selectable text portion with corresponding user-selectable workflow parameters into a data structure representing an ordering of information to be elicited when the workflow process executes or executing a computer-based contract negotiation workflow process using the data structure as a template to drive the workflow process.

Wilce teaches a method for facilitating agreement generation and negotiation via an agreement modeling system. Wilce teaches the agreement document that may be supplied by a user via a client device and transmitting the information to the agreement modeling system controller which stores and interprets the information into an XML data format which meets the limitation, ***storing each text portion with corresponding workflow process parameters into a data structure***. See page 6, paragraph [0086].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Wilce's storing of user-supplied information into an XML data format in the prior art disclosure of Zhou because providing the information in

an XML format provides for flexibility in that the system can model dynamic information and facilitate communication of dynamic agreement information between client and server in a technology neutral manner. See page 6, paragraphs [0086]-[0087] of Wilce.

Wilce teaches the XML data format storing the information is used to facilitate generation and negotiation of an agreement/contract document; however, Wilce does not expressly state the data structure represents an ordering of information to be elicited when the workflow is executed or using the data structure as a template to drive the workflow process. Teng discloses accessing an XML template that indicates parameters for defining workflows and creating a definition for a workflow based on the XML template which meets the limitation, ***a data structure representing an ordering of information to be elicited when the workflow process is executed; and executing a workflow process using the data structure as a template to drive the workflow process.*** See page 1, paragraph [0014], page 14, paragraph [0184], and page 42.

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation

workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 2, Zhou does not expressly teach the workflow attributes and parameters define the workflow process steps. Teng teaches the workflow attributes and parameters defined in the template define the steps of a workflow process. The template is an XML document that defines a set of parameters for each of the actions available to that particular workflow type. See page 14, paragraph [0184] and page 15. Actions of the workflow are executed in the order they appear.

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 3, Zhou does not teach the parameters defined in the template define a workflow process. Teng teaches the workflow attributes and parameters defined in the template define the steps of a workflow process. The template is an XML document that defines a set of parameters for each of the actions available to that particular workflow type. See page 14, paragraph [0184] and page 15. Actions of the workflow are executed in the order they appear.

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 4, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 5, the prior art of Zhou teaches displaying the process parameters to a use in a word processor where a user can edit those parameters. See page 1, paragraphs [0004]-[0005].

Regarding claim 6, the prior art of Zhou teaches the user can modify or edit the contract to changes assumptions about the order of questions. See page 1, paragraphs [0004]-[0005].

Regarding claim 10, the prior art of Zhou teaches the user can modify or edit the contract to changes assumptions about the order of questions. See page 1, paragraphs [0004]-[0005].

Regarding claim 11, the prior art of Zhou teaches the user can modify or edit the contract to changes assumptions about the order of questions. See page 1, paragraphs [0004]-[0005].

Regarding claim 12, the prior art of Zhou teaches the user can modify or edit the contract to changes assumptions about the order of questions. See page 1, paragraphs [0004]-[0005].

Regarding claim 13, The prior art of Zhou does not teach converting each user-selectable text portion with corresponding user-selectable workflow parameters into an XML document; however, Wilce teaches a method for facilitating agreement generation and negotiation via an agreement modeling system. Wilce teaches the agreement document that may be supplied by a user via a client device and transmitting the information to the agreement modeling system controller which stores and interprets the information into an XML data format which meets the limitation, ***converting the user-selectable text portions and process parameters into an XML document.*** See page 6, paragraph [0086].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Wilce's storing of user-supplied information into an XML data format in the prior art disclosure of Zhou because providing the information in an XML format provides for flexibility in that the system can model dynamic information and facilitate communication of dynamic agreement information between client and server in a technology neutral manner. See page 6, paragraphs [0086]-[0087] of Wilce.

Regarding claim 14, Teng teaches generating a GUI from the template from which the workflow process and subflows are executed. See pages 14-15. It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process

provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 15, the prior art of Zhou teaches generating one or more questions to a user. See page 1, paragraph [0004]-[0005].

Regarding claim 16, the prior art of Zhou teaches generating a contract document based on answers to questions. See page 1, paragraph [0004]-[0005].

Regarding claim 17, the prior art of Zhou allows a user to edit the contract parameters. See page 1, paragraph [0004]-[0005].

Regarding claim 18, the prior art of Zhou teaches detecting a question and the text to be associated with that question. See page 1, paragraph [0004]-[0005].

Regarding claim 20, the prior art disclosure in Zhou teaches ***reverse engineering a contract text document into a data structure representing a workflow process*** in a product called ContractMaker. See page 1, paragraph [0004]-[0005]. The prior art disclosure in Zhou teaches analyzing the text portion to identify a parameters for assembling a portion of a contract such as the parties involved in the contract which meets the limitation, ***displaying the contract text document on a computer screen; receiving user input from editing tools superimposed over the contract text document, wherein the editing tools permit the user to tag the document with associated workflow process parameters based on user selected portions of the document***. See page 1, paragraph [0004]-[0005].

The prior art of Zhou does not teach generating and storing a data structure. However, Wilce teaches a method for facilitating agreement generation and negotiation via an agreement modeling system. Wilce teaches the agreement document that may be supplied by a user via a client device and transmitting the information to the agreement modeling system controller which stores and interprets the information into an XML data format which meets the limitation, ***generating and storing the data structure***. See page 6, paragraph [0086].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Wilce's storing of user-supplied information into an XML data format in the prior art disclosure of Zhou because providing the information in an XML format provides for flexibility in that the system can model dynamic information

and facilitate communication of dynamic agreement information between client and server in a technology neutral manner. See page 6, paragraphs [0086]-[0087] of Wilce.

Wilce teaches the XML data format storing the information is used to facilitate generation and negotiation of an agreement/contract document; however, Wilce does not expressly state the data structure represents is a template for driving the workflow process from the tagged document. Teng discloses accessing an XML template that indicates parameters for defining workflows and creating a definition for a workflow based on the XML template which meets the limitation, ***a data as a template for driving the workflow process from the tagged document.*** See page 1, paragraph [0014], page 14, paragraph [0184], and page 42.

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 21, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 22, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 23, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process steps creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 24, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process steps creating a contract and that a user can edit that contract thus changing

the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 25, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process steps creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 26, the prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005].

Regarding claim 27, the prior art disclosure in Zhou teaches ***displaying the contract document on a computer screen; detecting user-selected text portions of the text document on the computer screen*** in a product called ContractMaker. See page 1, paragraph [0004]-[0005]. The prior art disclosure in Zhou teaches analyzing the text portion to identify a parameters for assembling a portion of a contract such as the parties involved in the contract which meets the limitation, ***detecting user-***

selected options for associating each user-selected text portion with a plurality of workflow process parameters. See page 1, paragraph [0004]-[0005].

The prior art of Zhou does not expressly teach the workflow process parameeers include an indication of when information corresponding to the user-selected text portion will be solicited during the workflow process and how information corresponding to the text portion will be solicited. However, Wilce teaches a method for facilitating agreement generation and negotiation via an agreement modeling system. Wilce teaches the agreement document that may be supplied by a user via a client device and transmitting the information to the agreement modeling system controller which stores and interprets the information into an XML data format which meets the limitation, ***including at least an indication of when information corresponding to the user-selected text portion will be solicited during the workflow process and an indication of how information corresponding to the user-selected text portion will be solicited during the workflow process***. See page 6, paragraph [0086].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Wilce's storing of user-supplied information into an XML data format in the prior art disclosure of Zhou because providing the information in an XML format provides for flexibility in that the system can model dynamic information and facilitate communication of dynamic agreement information between client and server in a technology neutral manner. See page 6, paragraphs [0086]-[0087] of Wilce.

Wilce teaches the XML data format storing the information is used to facilitate generation and negotiation of an agreement/contract document; however, Wilce does not *expressly* state the data structure executes the workflow process using a template.

Teng discloses accessing an XML template that indicates parameters for defining workflows and creating a definition for a workflow based on the XML template which meets the limitation, ***generating a template comprising a data structure that contains portions of the text documents and the associations; based on the data structure, executing a workflow process.*** See page 1, paragraph [0014], page 14, paragraph [0184], and page 42.

The prior art of Zhou discloses the user selected parameters are used to generate a questionnaire to be asked during the workflow process creating a contract and that a user can edit that contract thus changing the questions that are asked during the creation of a contract. See page 1, paragraphs [0004]-[0005]. *This meets the limitation,* ***generating prompts to solicit information based on the template; and in response to detecting responses to the prompts, generating a new contract text document reflecting information entered in response to the prompts.***

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of

Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 28, Zhou does not teach generating an XML document containing portions of the text document; however, Teng teaches generating an XML structured document. It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 31, claim 31 is drawn to the system comprising the means for carrying out the process steps of claim 1. Accordingly, claim 31 is rejected under the same rationale used in claim 1 above.

Regarding claim 33, claim 33 is rejected under the same rationale used in claim 27 above.

Regarding claim 34, the prior art of Zhou and the teachings of Wilce teach a workflow for a transaction negotiation process. See page 1 of Zhou and pages 5-6 of Wilces.

Regarding claim 35, the prior art of Zhou and the teachings of Wilce teach a workflow for a transaction negotiation process. See page 1 of Zhou and pages 5-6 of Wilces.

Regarding claim 36, the prior art of Zhou and the teachings of Wilce teach a workflow for a transaction negotiation process. See page 1 of Zhou and pages 5-6 of Wilces.

Regarding claim 37, the prior art of Zhou and the teachings of Wilce teach a workflow for a transaction negotiation process. See page 1 of Zhou and pages 5-6 of Wilces.

Regarding claim 38, Zhou/Wilces do not teach the workflow parameters comprise placeholder indications; however, Teng teaches a user fully defines the workflow process using a template which can include the specification of a placeholder. See page 14, paragraph [0184]. It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 39, the prior art disclosure in Zhou teaches **detecting user-selected text portions of a displayed contract document** in a product called ContractMaker. See page 1, paragraph [0004]-[0005]. The prior art disclosure in Zhou teaches analyzing the text portion to identify a parameters for assembling a portion of a contract such as the parties involved in the contract which meets the limitation, **analyzing the user selected text portion of the document to identify at least one**

corresponding user-selected workflow process parameter comprises tagging the document based on the plurality of distinct user-selected text portions and user-selected workflow parameters. See page 1, paragraph [0004]-[0005].

Regarding claim 40, Zhou teaches a user can tag a contract document. Zhou does not teach the data structure comprises an XML file and tagging the XML file to include the parameters identified from the user selected text portions. Wilce teaches the XML data format storing the information is used to facilitate generation and negotiation of an agreement/contract document; however, Wilce does not expressly state the data structure represents an ordering of information to be elicited when the workflow is executed or using the data structure as a template to drive the workflow process. Teng discloses accessing an XML template that indicates parameters for defining workflows and creating a definition for a workflow based on the XML template See page 1, paragraph [0014], page 14, paragraph [0184], and page 42.

It would have been obvious to a person of ordinary skill in the art at the time of the invention to have incorporated Teng's XML template representing an ordering of information to be elicited when a workflow process is executed in the contract/negotiation document systems disclosed by Zhou/Wilce because the use of XML to drive a workflow process provides for flexibility and a technology neutral exchange of information. See page 1 of Zhou and page 6, paragraphs [0086]-[0087] of Wilces. Furthermore, it would have been obvious to a person of ordinary skill in the art at the time of the invention to use the XML template to facilitate the contract negotiation

workflow of Zhou/Wilce. Using the **known technique of an XML template to facilitate a workflow** as taught by Zhou in the contract negotiation workflow process of Zhou/Wilce would have been obvious to one of ordinary skill.

Regarding claim 41, the prior art disclosure in Zhou teaches **detecting user-selected text portions of a displayed contract document** in a product called ContractMaker. See page 1, paragraph [0004]-[0005]. The prior art disclosure in Zhou teaches analyzing the text portion to identify a parameters for assembling a portion of a contract such as the parties involved in the contract which meets the limitation, ***a software tool usable by a user to specify the order in which tagged information is provided within the workflow process***. See page 1, paragraph [0004]-[0005].

5. Claims 7-9, 29, 30, and 32, are rejected under 35 U.S.C. 103(a) as being unpatentable over Prior Art disclosed in Zhou et al., US 2003/0018481 A1, 01/23/03 (filed 03/15/01) in view of Wilce et al., US 2003/0023527 A1, 01/30/03 (filed 08/14/01) and Teng, US 2002/0152254 A1, 10/17/02 (filed 11/30/01, provisional filed on 12/22/00), and further in view of Dahlin et al., US 2004/0122701 A1, 06/24/04 (filed 11/23/01).

Regarding claim 7, Zhou/Wilces/Teng teach the user specifies the parameters that define the workflow process and generating questionnaires based on those parameters; however, Zhou/Wilces/Teng do not expressly state the questionnaire is a

user-selected creation of a question. Dahlin discloses a workflow in which an interface is provided for asking a plurality of questions about a patient in order to arrive at a diagnosis. See abstract, page 4, paragraphs [0041]-[0044] and figures 13-16. Dahlin teaches the interface provides a plurality of questions to be asked or entered about a patient. Entering a question about the patient is creating a question to be asked. See page 2, paragraph [0017] of Dahlin. It would have been obvious to a person of ordinary skill in the art at the time of the invention that a workflow process of Zhou/Wilces/Teng would comprise questions to be asked because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Regarding claim 8, Zhou/Wilces/Teng do not expressly teach detecting user-selected valid responses for a question that will be asked during the workflow process; however Dahlin discloses a medical workflow system in which a GUI is used by a health care professional to answer a set of questions to arrive at a diagnosis. See page 4, paragraphs [0041]-[0044] and figures 13-16. It would have been obvious to a person of ordinary skill in the art at the time of the invention to incorporate Dahlin's system of valid answers to questions in the system of Zhou/Wilces/Teng because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Regarding claim 9, Zhou/Wilces/Teng teaches defining a workflow and subflow processes. Teng does not teach the user selects dependencies among questions; however, workflows generally comprise questions that determine the next workflow task as disclosed by Dahlin. Dahlin discloses a workflow in which an interface is provided for asking a plurality of questions about a patient in order to arrive at a diagnosis. See abstract, page 4, paragraphs [0041]-[0044] and figures 13-16. The answer to one workflow question determines the next question. These are termed "prerequisite questions". See page 9, paragraph [0080]. It would have been obvious to a person of ordinary skill in the art at the time of the invention that a workflow process of Zhou/Wilces/Teng would comprise questions with dependencies to be asked because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Regarding claim 29, while Zhou/Wilces/Teng teach generating a questionnaire, they do not teach generating computer displays partitioned into distinct phases comprised of steps where the steps comprise questions. However, Dahlin teaches prompting a user to solicit information regarding patient conditions and presenting a diagnosis of the patient based on the responses. See figures 13-16, page 4, paragraphs [0041]-[0044]. Dahlin teaches displaying medical diagnostic and treatment

information to the user based on the health professional's choices throughout the workflow process. See pages 2, paragraph [0017]-page 3, paragraph [0026].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to incorporate the teachings of Dahlin in Zhou/Wilces/Teng's system because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Regarding claim 30, while Zhou/Wilces/Teng teach generating a questionnaire, they do not teach generating computer displays partitioned into distinct phases comprised of steps where the steps comprise questions. However, Dahlin teaches prompting a user to solicit information regarding patient conditions and presenting a diagnosis of the patient based on the responses. See figures 13-16, page 4, paragraphs [0041]-[0044]. Dahlin teaches displaying medical diagnostic and treatment information to the user based on the health professional's choices throughout the workflow process. See pages 2, paragraph [0017]-page 3, paragraph [0026].

It would have been obvious to a person of ordinary skill in the art at the time of the invention to incorporate the teachings of Dahlin in Zhou/Wilces/Teng's system because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Regarding claim 32, Teng does not teach generating computer displays partitioned into distinct phases comprised of steps where the steps comprise questions. However, Dahlin teaches prompting a user to solicit information regarding patient conditions and presenting a diagnosis of the patient based on the responses. See figures 13-16, page 4, paragraphs [0041]-[0044]. Dahlin teaches displaying medical diagnostic and treatment information to the user based on the health professional's choices throughout the workflow process. See pages 2, paragraph [0017]-page 3, paragraph [0026]. It would have been obvious to a person of ordinary skill in the art at the time of the invention to incorporate the teachings of Dahlin in Teng's system because workflow processes often consist of workflow tasks to be performed and often require questions related to a condition to be asked in order to execute the next task and properly diagnose a problem. See pages 1-2 of Dahlin.

Allowable Subject Matter

6. Claim 19 would be allowable if rewritten to include all of the limitations of the base claim and any intervening claims.

Response to Arguments

7. Applicant's arguments filed 3/19/08 with respect to claims 1-41 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Rachna S. Desai whose telephone number is 571-272-4099. The examiner can normally be reached on M-F (8:30AM-6:00PM). If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Doug Hutton can be reached on 571-272-4137. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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/Rachna S Desai/
Primary Examiner, Art Unit 2176
07/02/08